



Terms and Conditions

It is the responsibility of the hirer (you) of the soft play equipment from PlushPlay – Mobile Soft Play Hire, to ensure that all possible steps are taken to avoid injury to third parties or possible damage to the equipment. PlushPlay accepts no responsibility and will not be held liable for any injury whilst using the equipment.

Kid's Party Packages and Pastel Soft Play

Please ensure that the following Safety Instructions are followed under all circumstances:

1. A responsible adult must always supervise the equipment and ensure that it is being used within the parameters explained in these Terms and Conditions.
2. No food or drinks or chewing gum is allowed on or near the equipment. This will avoid breaching health and safety regulations as per our insurance requirements. You (the hirer) are to ensure that the equipment is kept in a clean condition.
3. The equipment is designed for children the age of six (6) and under. Please ensure no kids older than this age use the equipment.
4. All shoes, jewellery, badges etc. MUST be removed before using the equipment. You will ensure that children do not wear shoes or have items in their pockets while using the equipment.
5. All toddlers must wear a nappy and/or clothing of some sort. The hirer will be charged for any stains made on the equipment.
6. No animals, toys or sharp instruments to be allowed on or near the equipment.
7. STRICTLY NO FACE PAINT near the equipment, face paint permanently stains the pastel equipment.
8. Do not allow any substances to come into contact with the equipment. This includes but is not limited to; bubbles, liquids, party streamers, cake icing etc.
9. No smoking or alcohol near the equipment.
10. Ensure that no children who are presenting signs of illness or infection are using the equipment as this may encourage the spread of germs.
11. All children MUST sanitise their hands before using the equipment. Sanitiser is provided with all our packages.
12. Please discourage children from running onto the equipment as this poses a potential risk for them to run into each other or to trip on the matting. PlushPlay – Mobile Soft Play Hire is NOT to be held liable for any injury incurred during the use of the equipment.
13. You will ensure adequate shade and sun safe measures are taken to minimise the risk of heat related illness and/or sunburn. Ensure children are wearing hats and sunscreen. Please do not allow the equipment to sit in the sun as it will become hot to touch. Do not allow children to play on hot equipment. If shade is required, gazebos are available to hire for \$10 per hour.





14. Ball Pit Specific Conditions –

- (a) We understand that some balls may get lost, however if there seems to be a large number (i.e. more than 25) missing then you will be charged a \$15 replacement fee per 25 balls.
 - (b) Always ensure that the ball pit is not overcrowded, and limit numbers according to the age and size of children using it. Try to avoid large and small children from using it at the same time.
 - (c) The Large ball pit has high sides which small children may need help with as they enter and exit.
15. You are advised that if there is excessive mess on the equipment, a cleaning fee of \$50 will be deducted from the security bond paid. Whilst we are happy to perform routine cleaning, additional cleaning takes more time and will be charged accordingly.
16. You should advise at the time of booking if there are stairs to the hire site, a \$50 stairs fee will be applied at checkout if there are one or more flights of stair. If at the time of set up, stairs are present a \$50 stairs fee for every flight of stairs encountered will be deducted from the security bond or charged accordingly. A flight of stairs is defined as being a set of 10-12 steps.

Do-it-yourself Take Home Plush Packages

17. DIY Take Home Plush Packages – *In addition to clauses 1-16 above*

- (a) Delivery – Items will be left at your front door at the time agreed with PlushPlay; you are responsible for the items from the time of delivery until the time PlushPlay staff collect the items from you.
- (b) Items provided MUST only be setup at the residential address the items were delivered to. Items are STRICTLY prohibited from being transported to setup at other locations such as a parks, venues or another residential address.
- (c) STRICTLY no food, drinks, sharp items, face paint or shoes are to be used on the equipment.
- (d) Responsible adult supervision is required at all times.
- (e) Equipment must only be used by children aged 0-6 years of age.
- (f) In the event items are returned in an unacceptable condition or have stains/marks on the items, your entire bond will be forfeited. Depending on the damage done to the equipment you may liable to pay for the cost of replacement.
- (g) Items should be wiped down prior to pickup with disinfectant spray provided by PlushPlay. In the event the items are dirty at time of pickup, a \$50 cleaning fee will be deducted from your Security Bond.
- (h) If setting up equipment outdoors, a tarp will be provided. You will be required to first lay out the tarp before you assemble the EVA gym tiles together.
- (i) You are required to store the items when not in use in an entirely covered space, that is free of water leaks and free from dirt, paint or anything that may damage or stain the equipment. If there is water or





stained damage on the equipment you will forfeit the bond paid and may be charged the cost of replacement.

- (j) Pickup – Items are required to be left at a safe location at the time agreed by PlushPlay in the same arrangement as delivery. In the event the items are not ready for pickup when PlushPlay arrive, you will be charged \$50 per 30min labour (deducted from the Security Bond) for the time it takes PlushPlay to wipe down the items and load the van.

White Ball Pit Photobooth

18. The White Ball Pit Photobooth is suitable for kids and adults. No more than four (4) adults are allowed in the ball pit at any one time.
19. Delivery, set up and removal of the photobooth is free of charge within Canberra and occurs outside of the booked rental period. Additional delivery charges apply for areas outside of Canberra.
20. A photobooth attendant will remain with the photobooth for the duration of the booking time.
21. **Space Requirements** - It is the hirer's responsibility to ensure their venue function coordinator or private function coordinator is made aware of these requirements and can accommodate them:
 - (a) A minimum space of 5m (L) x 3m (W) and a ceiling height of at least 2m for the backdrop is required.
 - (b) A power outlet should be within 5m, and the ground must be level.
 - (c) The White Ball Pit Photo Booth is only suitable for indoor venues only.
21. For safety reasons and to protect the interior of the white ball pit photobooth, STRICTLY no drinks, glasses or bottles, food or cigarettes (including e-cigarettes) near or inside the ball pit photobooth.
 - (a) No chairs or other objects to stand on to be taken into the photobooth.
 - (b) No lifting up guests, piggy backing or handstands, or any kind of gymnastics in the ball pit photobooth.
 - (c) No props to be removed from the photobooth area.
 - (d) Please don't lean back against the back drop as it will not support your weight.
22. We agree to supply a variety of props for our clients and their guests to use at their booked event. We reserve the right to withhold or remove all or certain props from use if the attendant considers they are being damaged, mistreated or continually removed from the photobooth area. Children under the age of ten must be supervised by an adult when selecting props and when operating the photobooth.
23. When hiring from Photoboosts Australia, the hirer gives permission for images captured at the event to be used on the Photoboosts Australia website and for advertising purposes, unless the client requests otherwise, in writing, before the date of the event.
24. Images captured by the Salsa Photo Booth may be used for promotional reasons and may be published on our website or socials. PlushPlay will not use images which are deemed unsuitable or inappropriate on our website or for advertising and will not use any content that we consider may be personally damaging to any person(s).





25. PlushPlay will not sell your personal details to any third party and will take all reasonable measures to ensure that your personal details remain confidential.
26. At all times care will be taken by PlushPlay to ensure delivery of the booked package, however, should unforeseen equipment failure prevent this, during the normal course of events, liability will be limited to a total or partial refund of monies paid, dependant on our deliberation of the unique circumstances and/or the amount of the booking that was fulfilled successfully.
27. PlushPlay cannot be held liable if equipment or accessories failure or damage (including electrical, water or other liquid damage) is due to any negligence, an act or fault on the part of any venue or venue staff or is due to any negligence, act or fault on the part of any client or client guest or other person using the white ball pit photobooth at your event/function, which negligence, act or fault, wilful or accidental in turn prevented the successful completion of the agreed to PlushPlay service(s).
28. Credit card or PayPal payments for the White Ball Pit Photo Booth will attract a 2.9% surcharge. Bank transfer is available at no additional charge.
29. Any parking fees assigned to the photobooth attendant's vehicle while delivering the photobooth, remaining at the venue to operate the photobooth, and removing the photobooth at the end of the booked period to are to be
30. The PlushPlay operator may pause or terminate the use of the photobooth at any time during the event if they consider that the guests are behaving in a way that the operator(s) believes to be dangerous to themselves or any persons, or potentially damaging to the product.
31. The photobooth attendant reserves the right to exclude a person or persons from the photobooth if the attendant considers that person to be grossly intoxicated or behaving in an aggressive or abusive manner towards the photobooth attendant or behaving in a manner that the photobooth attendant considers may damage PlushPlay property.

General Terms and Conditions

32. All our packages including the items in our PlushPlay Lux range is for a standard four (4) hire.
33. Delivery charges apply for outside of Canberra and will be required to be added upon checkout.
34. **Deposits and Cancellation Terms:**
 - a) 50% of the package price is non-refundable and will be retained if cancellations (for any reason) are received.
 - b) If you have made a booking for an outdoor set up, you should make every effort to find a suitable indoor arrangement in the case of unsuitable weather. If an indoor option is not available then at the agreement of PlushPlay, we will cancel the booking and hold any funds paid as a credit for any future bookings made within two years of your cancellation date.





- c) Cancellations received between 0-7 days before your party date will not be refunded or credited and the full payment of your package price is retained. This does not include the refundable security bond (if paid) which will be released back to you.
- d) All cancellations must be made in writing to plushplaymobile@gmail.com
Cancellation terms apply once booking has been accepted, either verbally or in writing, and take preference over any such terms in client's standard terms.
35. In the event, PlushPlay arrive at the hire site and the adequate space is not available to set up the items, the hirer will not be refunded for any items that do not fit in the space provided.
36. The hirer will make every reasonable effort to ensure adequate access is provided to the location, including but not limited to:
- (a) provide space in driveways for the PlushPlay van to park,
 - (b) hire site is free from obstruction, furniture or bulky equipment,
 - (c) hire site is free from pets and young children during set up and pack up times.
37. Please do not disassemble or move equipment unless permission has been provided by a PlushPlay representative. Please ensure children are not playing on the equipment at the time of pack up. It is unsafe for children to be playing whilst it is being dismantled and moved from the hire site.
38. Should any hired item be stolen, destroyed or irreparably damaged from any cause whatsoever, excepting the negligence of the owner, its servants or agents, you will be liable to pay the replacement value as nominated by PlushPlay management. If individual parts are lost, cost of part or whole product will be charged. In the event of loss or theft of the items supplied, you must provide the following:
- (a) A police report in the case of theft; and
 - (b) A signed statutory declaration in the case of loss.
39. The item/s shall remain the sole and absolute property of PlushPlay and you shall not sell or offer for sale, assign, mortgage pledge, underlet, lend or otherwise part with possession of the item/s or any part of the item/s, and shall not, without written consent from PlushPlay, remove the item/s from the delivery address. You are requested to protect the item/s against distress, execution or seizure and indemnify PlushPlay against all losses.
40. PlushPlay will only operate within accepted standards of Health & Safety and our staff on site, reserve the right to refuse any services that contravene those standards or the terms of our insurance.
41. PlushPlay respects your privacy and complies with the Privacy Act 1998(Cth). PlushPlay may gather and process information which you provide, such as your name, address, email address and other personal information and PlushPlay may use the information acquired to offer you services rendered.
42. **Penalty Fees:**
- (a) **Stairs Fee Penalty** - If a stairs fee was not added at the time of checkout and PlushPlay staff arrive at the chosen venue and are required to access stairs at the time of set up and pack down, a \$50 per flight of stairs will be charged per set up and pack down. This will be deducted from the security bond paid. If the





security bond is less than the penalty fees charged, an invoice will be sent with the penalty charges to be paid within 7 days.

- (b) **Additional Cleaning Fee Penalty** - In accordance with our terms and conditions, no food or drink is to be consumed on the play equipment and no face paint, bubbles or any other substance to be taken into the play area. If there are any stains, food, pen, crayon, marker, paint marks on the equipment an additional \$50 cleaning fee will be deducted from your security bond. If marks are permanent and are not removed by our deep cleaning products then the full security bond will be forfeited and depending on the damage, you may be required to pay for the cost of replacement. If the security bond is less than the remaining penalty fees charged, an invoice will be sent with the penalty charges to be paid within 7 days.
 - (c) **Additional Hour(s) Penalty Fee** - If on the day of your hire you wish to keep the items for longer than the agreed pick-up time, you will be charged \$100 per hour the hire period is extended for our kids party packages and up to \$500 per hour for our PlushPlay Lux range. This will be deducted from your security bond. If the security bond is less than the penalty fees charged, an invoice will be sent with the remaining penalty charges to be paid within 7 days.
 - (d) **Replacement Penalty Fee** - If the items are returned in a state of irreparable damage this includes; (but not limited to) permanent stains, marks, tears, rips, holes etc. your security bond will be forfeited and you may be required to pay for replacement items. If the security bond is less than the penalty fees charged, an invoice will be sent with the remaining penalty charges to be paid within 7 days.
43. PlushPlay cannot be held responsible for unforeseen delays at the venue, which are out of our control.
44. **Force Majeure** - PlushPlay will not be liable for failing to perform under the agreement by the occurrence of any event beyond our reasonable control, including a labour disturbance, fire, threatened or actual act of terrorism, natural disaster, extreme weather events (including but not limited to flooding, cyclones, earthquakes, which events might prevent the photobooth attendant from attending the venue or to perform his/her duties whilst at the venue), or war. PlushPlay will not be held liable for failure to attend a booked event or complete a booked event in the event of closure of the venue prior to or during a booked event or cancellation of a booked event by the venue or by cancellation of a booked event or closure of the venue by other parties or Government authorities, representatives, or bodies.

